

18. **JURISDICTION AND VENUE.** All judicial proceedings and actions arising out of or relating to this Agreement shall be venued in the State Courts of Hennepin, Ramsey or Mower County in the State of Minnesota or the Federal Courts of the State of Minnesota. The parties consent to the personal jurisdiction of said courts and waive any argument that such forums are not convenient.

19. **MEDIATION.** The parties agree to the use of mediation to attempt to resolve any dispute between the parties arising out of or relating to this Agreement. The mediator shall have no authority to impose a settlement of any such dispute. Mediation shall be conducted pursuant to the Minnesota Civil Mediation Act, Minnesota Statutes, §§ 572.31 to 572.40.

20. **NO INVESTMENT.** Nothing in this Agreement requires you to make a capital investment in buildings or equipment that cost \$100,000 or more and have a useful life of five or more years.

21. **AUTHORIZATION.** You represent and warrant that you have taken all necessary action to duly authorize the execution, delivery and performance of this Agreement. The individual signing this Agreement on your behalf certifies that he/she is duly authorized to execute this Agreement on behalf of you.

22. **PERSONAL GUARANTY.** Unless you are a sole proprietorship, all of your obligations under this Agreement shall be personally guaranteed by all of the individuals who are your direct or indirect shareholders, partners, members or other owners (collectively, the "Guarantors"). No corporation, partnership, limited liability company or other entity may be a Guarantor. Rather, the individuals who directly or indirectly own each corporation, partnership, limited liability company or other entity that is one of your owners shall constitute Guarantors. All of the Guarantors must execute this Agreement. In consideration of and as a material inducement to us to enter into this Agreement with you (for purposes of this personal guaranty, "this Agreement" shall include this Agreement and any modification, extension and amendment of this Agreement), the Guarantors agree as follows:

(a) The Guarantors hereby guarantee the satisfactory performance by you of this Agreement in accordance with all its terms and conditions. If you default in performance of your obligations under this Agreement, the Guarantors shall be severally liable for a pro rata share of any and all liabilities, damages, claims, judgments, costs and expenses (including without limitation reasonable attorneys' fees) incurred by us in connection with your default. Each Guarantor's share shall be determined by multiplying the total liability of all the Guarantors under this personal guaranty times such Guarantor's percentage ownership interest in you, as set forth below.

(b) This personal guaranty is a continuing one and shall terminate only on the satisfaction of each and every obligation of you under this Agreement.

(c) The Guarantors waive any right to notices that may be required by law. Examples of such notices are notice of acceptance of this personal guaranty, notice of any modification, extension and amendment of this Agreement, and notice of any default by you.

(d) This personal guaranty shall inure to the benefit of us and our successors and assigns and be binding upon the Guarantors and their heirs, successors and assigns.